

**HORSE AMERICA, INC. & HORSE FRANCE, S.A.R.L.**  
**TERMS & CONDITIONS OF SERVICE**

All business accepted by HORSE AMERICA, INC. & HORSE FRANCE, S.A.R.L. (both referred to herein as "Company") is transacted subject to these Terms and Conditions. These Terms and Conditions shall be deemed incorporated in all written or oral understandings between the Company and Customers. These Terms and Conditions may not be modified or varied, except in writing signed by an authorized officer of the Company.

1. The word "Customer" shall mean the person(s) or entity(ies) at whose request the Company undertakes the transacted business. The Customer warrants and represents that it is the owner of the subject animal(s) or an authorized agent of the owner or is authorized by all persons having a legal interest in the subject animals. The Customer further warrants and represents that it is, without limitation, authorized to accept and does accept these Terms and Conditions. Customer shall indemnify and hold Company harmless from any cost or expense, including attorney fees with respect to the foregoing representations. All Terms & Conditions are binding upon and enforceable against the heirs, executors, administrators, successors and assigns of the Customer.
2. All transportation of animals or property is at the risk of Customer. The Customer is advised to obtain its own insurance with respect to each animal. The Company has no responsibility or liability in connection with the transportation of animals or property. Except as specifically otherwise set forth in these Terms and Conditions, the Customer hereby waives any and all recourse against the Company in connection with the transportation of Customer's animal or property. The Company shall not be liable in connection with any transaction hereunder, except for the Company's gross negligence, willful neglect or willful default. In the event the aforementioned waiver of liability is not enforceable in any jurisdiction, the liability of the Company shall not exceed the value of the animals involved to a maximum of \$5,000 per incident. The Company shall under no circumstances be deemed to be an insurer or bailor in connection with any transaction. In no event shall any claim for consequential, special or punitive damages arising out of this transaction be made by Customer or any person or entity acting through or on behalf of Customer against Company.
3. All transactions hereunder are deemed to have been made in the State of New York and shall be construed in accordance with the laws of said State. Customer consents to personal long-arm jurisdiction of the Federal and State Courts in the State of New York and waives any objection thereto. A court of competent jurisdiction within the State of New York shall adjudicate all disputes or breaches arising out of any transaction between Customer and Company. Customer waives personal service of process provided that process is served by certified, registered or express overnight mail. Customer agrees to pay reasonable legal fees and expenses incurred by Company resulting from all disputes or claims adjudicated favorably to Company.
4. It is understood and agreed that in all business undertaken by Company, the Company acts only as a Freight Forwarder and/or Customs Broker and/or Warehouseman. The Company is neither a Common Carrier nor an insurer of the animals or property. In undertaking the arrangement for the transportation of Customer's animals or property, the Company agrees only to use reasonable and customary business care in selecting the firms who will perform

the necessary services in connection with the transportation. In advancing fees, charges, duties and expenses for and on behalf of Customer, the Customer agrees to repay the Company for all such expenses on demand, together with the Company's charges for its services. The Company shall have the right to demand assurances it deems adequate before incurring any expense on behalf of Customer.

5. The Customer hereby authorizes Company to select all means in connection with the handling, transportation, delivery, receipt or clearance of the animals or property and Customer gives a limited power of attorney to Company in connection therewith. The Company is authorized to engage carriers, forwarders, customs brokers, agents, warehousemen, veterinarians and others to transport, store or board, receive, deliver or handle the animals or property. The Company shall for all purposes be deemed to be acting as an agent on behalf of Customer and all costs incurred shall be for the account of Customer unless otherwise provided in writing. The animals or property may be entrusted by Company to a third-party subject to any reasonable limitations with respect to liability, loss, damage, or expense contained within any rules, regulations, bills of lading, contractual terms, tariffs or as may be applicable by operation of law or Treaty. Any firm undertaking any duties in connection with any transaction hereunder shall be entitled to the benefit of these Terms and Conditions to the same extent as though they were the Company. The Company shall under no circumstances be liable for any loss, damage or expense as to the animals or property for any reason whatsoever, when in the custody, possession or control of a third party reasonably selected by the Company in connection with the transaction.
6. The Company shall not be liable for any loss caused by Act of God, public enemy, authority of law, strikes, riots, other civil disturbances, stoppages of labor, threatened violence, other customary force majeure or for natural illnesses or injury to the animals during or subsequent to the transaction.
7. Under no circumstances will the Company take physical possession of Customer's animals or property. The Company does not insure or guaranty the health of Customer's animal nor does the Company undertake to feed or water the animals but may do so at the expense of the Customer, if, in the opinion of the Company, it is reasonable to do so, without the Company thereby incurring any liability for any consequences therefrom.
8. In case of quarantine, the animals may be discharged, at Customer's risk and expense, into quarantine or if required by quarantine regulations or authorities, the animals may be returned by Company to shipping point. Any responsibility of the Company shall cease when animals are discharged into quarantine or returned to shipping point. All expenses associated with quarantine or return to shipping point shall be borne by Customer. The Customer will hold the Company harmless from any cost, expense or damage it may incur by reason of quarantine regulations or authorities.
9. The Customer specifically authorizes Company to subject all animals to health examination, clinical and hematological, and further authorizes any prophylactic treatments deemed necessary by the Company's selected veterinarian to ensure the well-being of animals during transportation. The Customer further authorizes Company to administer and provide veterinarian prescribed medication in order to provide for the safety, health and well-being of animals. All expenses and charges associated with veterinarian care are to be paid by Customer and Customer shall indemnify the Company with respect thereto. The Customer will hold the Company harmless from any cost, expense or damage it may incur by reason of such veterinarian care.

10. Oral quotations as to fees or charges given by the Company to Customer are for information purposes only and are subject to change without notice, and shall not be binding upon the Company until set forth in writing.
11. The Customer shall furnish the Company with all documents or information as reasonably required by Company. Customer warrants the accuracy thereof and indemnifies the Company against all loss, damage, expense and fines arising therefrom.
12. The Customer warrants and represents to the Company that the animals being transported are in good health and able to undertake the requested transportation and Customer agrees to indemnify the Company against any loss or expense resulting from a misrepresentation or failure of the foregoing.
13. Unless otherwise provided by Company in writing, the Customer shall be liable for all duties, taxes, levies and outlays of all kinds levied by authorities at any place in connection with Customer's animals. The Company shall not be obliged to incur any expense, guarantee payment or advance any money in connection with handling any transaction, unless the Company agrees to do so in writing signed by an officer thereof. In the event that any claim or legal action is brought against the Company arising out of any transaction handled by the Company, the Customer agrees to indemnify and hold the Company harmless for any cost or expense, including attorney's fees, in defending against such claim or legal action and in obtaining reimbursement from the Customer.
14. The Company shall have a general lien on any property (and documents relating thereto) of the Customer in its possession, custody or en route, for charges, expenses or advances incurred by the Company, and if such claim remains unpaid for thirty (30) days after demand for payment is made, the Company may charge interest thereon at the maximum rate permitted by law, and the Company may, at its option and at the expense of the Customer, sell at public or private sale, the animals or property of the Customer, or so much thereof as may be necessary to satisfy such lien, and apply the net proceeds therefrom to the payment of the amount due to the Company. The Customer shall be liable for any deficiency and for Company's reasonable attorneys fees incurred in collecting moneys due the Company. The confiscation of any animals or property by any government authority or other agency, public or private, shall not affect the obligation of the Customer to the Company in respect to any charges, expenses, advances or indemnification due to the Company.
15. The Company shall be discharged from all liability for any loss, damage or expense unless the Company receives via generally recognized overnight delivery service a notice of claim in writing from the Customer within thirty (30) calendar days from the date when the claim arose and unless an action is commenced within one (1) year from the date of such written notice.
16. Should any wording of these Terms and Conditions be held unenforceable for any reason, such determination of un-enforceability shall not affect the validity or binding force and effect of the remaining portions hereof.